


**IRISH MUSIC RIGHTS ORGANISATION CLG**

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## STANDARD TARIFF JB

Introduced on 1<sup>st</sup> January 2016  
Effective from 1<sup>st</sup> January 2019

**To be read in conjunction with the Dual Licence Contract\* and the Dual Licence General Terms\*.**

### 1. SCOPE OF TARIFF

The tariff applies to performances of copyright music within the Repertoire Controlled by IMRO by means of Video Jukeboxes\* and/or Audio Jukeboxes\*, except when used for discotheque or other dancing.

### 2. DUAL COPYRIGHT MUSIC LICENCE CONTRACT

This tariff is incorporated into and forms an integral part of the Dual Licence Contract. A breach of any term or condition of this tariff shall constitute a breach of the Dual Licence Contract. In the event of any conflict between the constituent parts of the Dual Licence Contract, the descending order of precedence shall be as follows: (i) the main body of the Dual Licence Contract; (ii) this tariff; and (iii) the Dual Licence General Terms\*.

### 3. ROYALTY RATES

The following rates apply to all Royalties falling due under this tariff between

**1<sup>st</sup> January 2019 and 31<sup>st</sup> December 2019**

	Higher Royalty rate €	Standard Royalty rate €
(a) Audio Jukeboxes	317.10	211.41
(b) Video Jukeboxes		
(i) not larger than 26" screen	421.72	281.16
(ii) Larger than 26" screen	475.70	317.10

**The minimum annual Royalty under this tariff is €94.14**

\* See Definitions

#### 4. HIGHER AND STANDARD ROYALTY RATES

- (i) All performances in the first Licence Year\* will be charged at the Higher Royalty rate unless the user applies in writing for a licence before the music is performed.
- (ii) Any performances not declared are unauthorised and constitute **an infringement of copyright** and will be charged as unlicensed performances at the Higher Royalty rate.
- (iii) Standard Royalty rates shall apply after the first Licence Year only if there is a valid Dual Licence Contract in place between IMRO and the Licensee.

#### 5. INFLATION ADJUSTMENT

The foregoing Royalty rates are related to the Consumer Price Index of Retail Prices for mid-October 2018 (on the November 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1<sup>st</sup> January 2020 and on each subsequent anniversary of that date in proportion to annual changes in that Index.

#### 6. DEFINITIONS

Capitalised terms used but not defined in this tariff shall have the meaning set forth in the Dual Licence Contract.

“**Audio Jukebox**” means a machine (other than a video jukebox) for playing recorded music, capable of being operated by the insertion of a coin or token.

“**Dual Licence Contract**” means the Dual Copyright Music Licence Contract between the Licensee, IMRO and PPI.

“**Dual Licence General Terms**” means the General Terms and Conditions Applicable to the Dual Copyright Music Licence Contract and Related IMRO and PPI Tariffs.

“**IMRO**” means the Irish Music Rights Organisation CLG.

“**Licence Year**” means the first and each recurring 12 consecutive month period.

“**Video Jukebox**” means a machine for playing recorded music synchronised with video or similar visual display and capable of being operated by the insertion of a coin or token.

#### 7. VALUE ADDED TAX

Every Licensee under this tariff shall pay to the Irish Music Rights Organisation CLG, in addition to the Royalty due under this tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the Royalty payable.